

ADMISSION AGREEMENTS FOR RESIDENTIAL CARE FACILITIES FOR THE ELDERLY

This admission agreement complies with California Code of Regulations Section 87568 as of the date shown at the bottom of this form. Residential care facilities for the elderly may use this form or another admission agreement that meets the requirements of Section 87568.

1. FACILITY INFORMATION

NAME OF FACILITY	TELEPHONE ()	NAME OF LICENSEE	TELEPHONE ()
ADDRESS	CITY	STATE	ZIP CODE
LICENSEE'S MAILING ADDRESS		CITY	STATE
			ZIP CODE

is a residential care facility licensed by the State Department of Social Services. THE FACILITY IS A NON-MEDICAL CARE FACILITY WHICH IS NOT ALLOWED TO PROVIDE 24-HOUR SKILLED NURSING CARE.

2. RESIDENT INFORMATION

NAME OF RESIDENT	SOCIAL SECURITY NO. (VOLUNTARY)	BIRTHDATE	DATE OF ADMISSION
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3. BASIC SERVICES

- A. The following basic services must be made available to all residents. The services actually provided will be those the resident wants and those the resident needs, based on the individual's pre-admission appraisal, subsequent reappraisals, and needs and services plan.

(Check all that resident needs or wants and will be provided):

- ☐ (a) Lodging: ☐ single room ☐ double room.
- ☐ (b) Food Services:
- ☐ 1. Three nutritious meals daily and between meals nourishment or snack.
- ☐ 2. Special diets if prescribed by a doctor.
- ☐ (c) Hygiene items of general use such as soap and toilet paper.
- ☐ (d) Washing, drying and ironing of personal clothing; and fresh bed and bath linens weekly, or more often if needed.
- ☐ (e) Cleaning of resident's room.
- ☐ (f) Comfortable and suitable bed and bedroom furniture.
- ☐ (g) Plan, arrange and/or provide for transportation to medical and dental appointments.
- ☐ (h) A planned activity program including arrangement for utilization of available community resources.
- ☐ (i) Continuous care and supervision, and observation for changes in physical, mental, emotional, and social functioning. Notification to resident's family, physician, and other appropriate person/agency of resident's needs.
- ☐ (j) Assistance with bathing, dressing, grooming, toileting, eating, continence, transferring from bed or chair, and other personal needs.
- ☐ (k) Assistance in meeting necessary medical and dental needs.
- ☐ (l) Assistance with taking prescribed and over-the-counter medications in accordance with physician's instructions prohibited by law or regulation.
- ☐ (m) Bedside care and tray service for minor temporary illnesses or recovery from surgery.
- ☐ (n) Maintenance or supervision of resident cash resources.

RATE FOR BASIC SERVICES

- B. The monthly rate for basic services is \$ _____. DUE DATE: _____

This rate:

- ☐ Includes SSI/SSP funds.
- ☐ Does not include SSI/SSP funds.

NOTICE TO SSI/SSP BENEFICIARIES AND THEIR RESPONSIBLE PERSONS:

It is a violation of state law for the licensee to purposely obtain an SSI/SSP beneficiary's personal and incidental (P&I) needs allowance to pay for basic services. To enable verification that this law is being properly observed, the State Department of Social Services recommends that residents voluntarily disclose in this admission agreement whether the rate paid to the facility includes SSI/SSP benefits.

4. OPTIONAL SERVICES (See attachment for list of optional services that are available.)

- A. The licensee will provide the following optional services desired by the resident.

SERVICES	TIME/INTERVALS FOR PROVIDING SERVICE	RATE FOR PROVISION OF SERVICES
(1)		
(2)		
(3)		

(If additional space is needed, attach signed and dated sheet.)

- B. Total monthly rate for optional services is \$ _____. DUE DATE: _____.

5. TOTAL MONTHLY RATE (BASIC & OPTIONAL SERVICES) is \$ _____, and is paid ☐ in advance ☐ arrears.

6. MONTHLY RATE WILL BE PAID BY: _____

(PAYOR)

6. EVICTION PROCEDURES: RESIDENTIAL CARE FACILITIES FOR THE ELDERLY.

- A. The licensee/administrator of the facility may, upon thirty (30) days written notice to the resident, evict the resident for one or more of the following reasons:
- 1) Nonpayment of the rate for basic and/or optional services within ten (10) days of the due date;
 - 2) Failure of the resident to comply with state or local law after receiving written notice of the alleged violation;
 - 3) Inability of the licensee to meet the resident's needs. Based upon a reassessment of the resident's needs conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment may determine that the facility is not appropriate for the resident.
 - 4) Change of use of the facility.
 - 5) Failure of the resident to comply with the following written general policies of the facility which are for the purpose of making it possible for residents to live together ("house rules"):
- _____
- _____
- B. The licensee/administrator of the facility may, upon obtaining prior written and/or documented telephone approval from the licensing agency, evict the resident upon three (3) days written notice to quit upon a finding of good cause. Good cause exists if the resident is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.
- C. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the resident, notify and mail a copy of the notice to quit to the resident's responsible person, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

7. FACILITY VISITING POLICY:

Facility visiting hours are _____. The visiting policy for this facility, which is designed to encourage family involvement and opportunity for family participation in activities at the facility, is: _____

- 8. NOTICE OF RATE CHANGES:** If the facility rate for basic or optional services changes because the resident's needed/desired services change, the rate change will occur when the change in service occurs. If the facility rate changes to reflect a government fund increase, written notice from the licensee is required as soon as the facility is notified of the increase; the rate change shall not take effect until the operative date of the government fund increase. For all other rate increases, 30 days written notice from the licensee is required.
- 9. REFUND/PRORATION POLICY:** If resident leaves the facility temporarily, the holding rate for his/her room is \$_____ per day. The total monthly rate set forth in the admission agreement ☐ will ☐ will not be prorated on a daily basis upon the resident's admission to or permanent departure from the facility during the month.
- 10. TERMINATION OF AGREEMENT:** The agreement will be automatically terminated by the death of the resident. The resident's relatives and/or responsible persons will not be liable for any payment beyond that due at the date of death unless agreed to in writing or ordered by the court.
- 11. THEFT AND LOSS PREVENTION PROGRAM:** The licensee/administrator is required by law to notify new residents, upon admission, of the facility's written policies and procedures regarding the facility's theft and loss prevention program. A copy of the law that sets forth the requirements of this program (Health and Safety Code Sections 1569.152 - .154) must be provided to all residents and their responsible persons; and, upon request, to all prospective residents and their responsible persons. I have ☐ have not ☐ received a copy.
- 12. PERSONAL RIGHTS:** The licensee/administrator is required to advise the resident or responsible person of, and provide a copy of, the personal rights required by California Code of Regulations Section 87572. Those personal rights are attached.
- 13. MISCELLANEOUS:** California code of Regulations Section 87568 addresses the admission agreement requirements. The licensing agency has the right to perform inspection duties and examine resident records under Section 87344.
- 14. ACKNOWLEDGEMENT OF PROVISIONS:** The resident and responsible person agree to cooperate with the house rules of the facility, and to ensure the rate for basic services (and for any optional services agreed to) is paid by the due date. The signature of the resident and responsible person below indicates that he/she has read, or had read and explained to him/her, the provisions of this agreement.

15. PARTIES TO THIS AGREEMENT:

RESIDENT	DATE
RESIDENT'S RESPONSIBLE PERSON	DATE
LICENSEE/ADMINISTRATOR	DATE

- Admission agreements and any attachments shall be completed and signed in duplicate.
- One copy to be retained by the residential facility.
- One copy to be given to the resident or resident's responsible person.

DATE RESIDENT WAS DISCHARGED